

ITEL

Itel Rail Corporation

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234

March 5, 1984

4-183A058

RECORDED NO. 9756-J

FILED 145

No. MAR 23 1984

Date

Fee \$ 10.00

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

Dear Mr. Bayne:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Rail Corporation as an additional filing under the Lease Agreement dated April 26, 1978 between Itel Corporation, Rail Division (predecessor in interest to Itel Rail Corporation) and the East Camden and Highland Railroad Company, which Lease Agreement was filed on April 11, 1978 and given I.C.C. recordation No. 9756, four counterparts of the following document:

Amendment No. 9 dated December 19, 1983 to the Lease Agreement dated April 26, 1978 between Itel Corporation, Rail Division and East Camden and Highland Railroad Company

The names and addresses of the parties to the aforementioned Amendment are:

1. East Camden and Highland Railroad Company
Box 3180
Camden, Arkansas 71707
2. Itel Rail Corporation
55 Francisco, 7th Floor
San Francisco, California 94133

The equipment covered by this Amendment is sixty-five (65) 60' general purpose boxcars, A.A.R. mechanical designation XM, reporting marks from within the series EACH 4001-4100.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

RECORDED
MAR 23 1984
I.C.C.
FEE OPERATION BR.

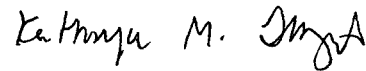
We think this
will be
9756-J

78/26/9
6/23/84
DEC 13

Mr. James H. Bayne, Secretary
March 5, 1984
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this document.

Sincerely,



Kathryn M. Thyret
Legal Assistant

KMT/esh
Enclosures

cc: Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84125

Virginia Hanger
Itel Rail Corporation

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

3/23/84

Kathryn M. Thyret
Legal Assistant
Itel Rail Corp.
55 Francisco
San Francisco, Calif. 94133

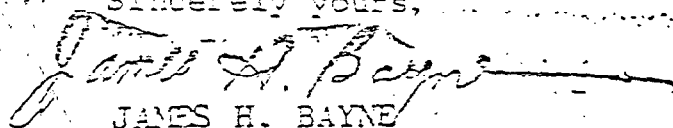
Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/23/84 at 1:35pm and assigned re-recording number(s).

9756-J

Sincerely yours,


JAMES H. BAYNE

Secretary

Enclosure(s)

SE-30
(7/79)

L-0610
12/22/83

REGISTRATION NO. 9756-8

Filed 1983

MAR 23 1984 1 55 PM

AMENDMENT NO. 9 INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 9 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of April 26, 1978 between ITEL Corporation, Rail Division and EAST CAMDEN AND HIGHLAND RAILROAD COMPANY ("Lessee") is made this 19th day of December, 1983, by and between ITEL RAIL CORPORATION, as successor in interest to ITEL Corporation, Rail Division ("Lessor") and Lessee.

W I T N E S S E T H :

WHEREAS, Lessor and Lessee are parties to the Agreement, pursuant to which five hundred (500) boxcars ("Cars") described therein have been leased by Lessor to Lessee.

WHEREAS, Lessor and Lessee agree that it is to their mutual benefit to place for a period of time up to sixty-five (65) Cars within the series EACH 4001-4100 (hereinafter individually called "Car" or collectively called "65 Cars") into an assignment pool on the railroad lines of another party in order to improve the utilization of and revenue from the 65 Cars. JEB

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2.
 - A. Lessor and Lessee agree that the 65 Cars should be placed for the period of time specified in the Assignment Agreement (as hereinafter defined in Subsection 2.B.) into an assignment pool on the railroad lines of Louisiana and North West Railroad Company ("LNW") in order to improve the utilization of and revenue from the 65 Cars.
 - B. For the purposes of paragraph 13 of the Agreement, Lessor hereby grants Lessee full power and authority to enter into, in the name of Lessee, an assignment agreement (to be hereinafter referred to as "Assignment Agreement") with LNW covering the 65 Cars. Under said Assignment Agreement, Lessee shall be empowered to place the 65 Cars in the possession of said LNW with the right in said LNW to utilize the 65 Cars in interline revenue service under Lessee's reporting marks. The terms and conditions of the Assignment Agreement shall be subject to Lessor's approval. Lessee agrees to take appropriate action to terminate the Assignment Agreement on the date of the next termination opportunity upon receiving instructions from Lessor to do so.
 - C. The Agreement shall remain in effect with respect to all of the cars subject to the Agreement, including the 65 Cars, except that during the period from the compliance date ("Compliance Date" as hereinafter defined) to and including the expiration or termination date of the Assignment Agreement (to be hereinafter referred to as the "Ending

Date"), with respect solely to the 65 Cars, Section 6 of the Agreement ("Old Section 6") shall be amended by (1) the substitution of the number "100%" in lieu of the number "91%" each time that it appears; and (2) the deletion of any reference to "Base Mileage Revenue" each time that it appears. Upon the Ending Date, Old Section 6 of the Agreement shall be reinstated as it originally appeared with respect to the 65 Cars. The Compliance Date, with respect to each car, shall be the date on which the Assignment Agreement is executed according to the terms and conditions set forth by Lessor.

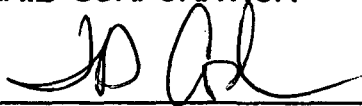
3. Nothing herein contained shall (i) be deemed to constitute a waiver or otherwise modify, affect or impair any sums due to Lessor or Lessee with respect to any Car under the terms and conditions of the Agreement with regard to any period of time prior to the Compliance Date or after the Ending Date, or (ii) be deemed to constitute a waiver or otherwise modify, affect or impair the powers, rights, or remedies vested in or available to Lessor or Lessee with respect to any Car under the terms and conditions of the Agreement with regard to any period of time prior to the Compliance Date or after the Ending Date.
4. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
5. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

By: _____

Title: _____

Date: _____



President

January 10, 1984

EAST CAMDEN AND HIGHLAND
RAILROAD COMPANY

By: _____

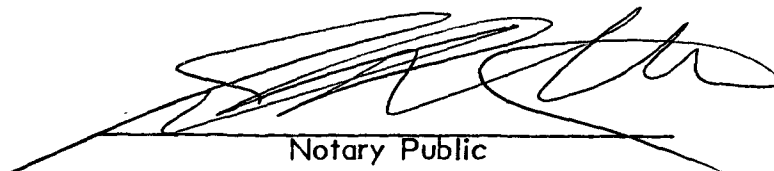
Title: Exe. Vice President

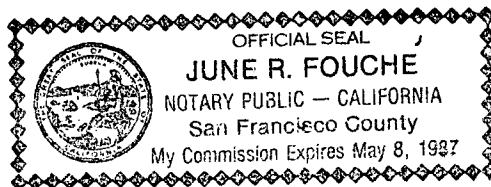
Date: January 4, 1984



STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss:

On this 10 day of January, 198⁴~~8~~^{9F}, before me personally appeared J. Douglass Coates, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 9 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public



STATE OF ARKANSAS)
)
COUNTY OF OUACHITA) ss:

On this 4th day of JANUARY, 198⁴~~3~~, before me personally appeared DON E. GHENT, to me personally known, who being by me duly sworn says that such person is EXE. VICE-PRESIDENT of East Camden and Highland Railroad Company, that the foregoing Amendment No. 9 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public
MY COMMISSION EXPIRES 11-15-84